

March 21, 2006

MACo/JPIA PROPERTY AND LIABILITY POOL

SPECIAL EVENTS INSURANCE REQUIREMENT GUIDELINES

I. DEFINITIONS:

A. COUNTY SPONSORED EVENT

Events that the County and/or Fairboard organizes, promotes, advertises, pays expenses and collects the majority of receipts. The events must be listed annually on the JPIA renewal application. Any event not listed during the course of the policy year, must be reported to the local agent and then to JPIA prior to the event.

B. NON-COUNTY SPONSORED EVENT OR "USER" EVENT

Events organized, promoted and paid for by profit or non-profit groups, organizations or individuals other than the County or Fair Board and who rent or use County facilities by agreement.

C. USER GROUPS-

Profit or non-profit organizations, groups or individuals who by agreement, lease and/or use County owned facilities for various events or reasons.

D. FACILITY-

Any building or complex of buildings and parks that are owned and insured by the County or which the County has an insurable interest.

E. EXPOSURE CLASS-

Events or groups that are classified users of County facilities by degree of risk or exposure with specific recommended insurance requirements or guidelines.
Exposure Classes=

- A. High
- B. Medium
- C. Low

F. VOLUNTEERS-

Organization or individual that provides service or support to the County without any pay or compensation.

II. INSURANCE REQUIREMENTS BY EXPOSURE CLASS:

A. HIGH-

1. Require a signed agreement that includes:
 - a. At least \$1,000,000/occurrence liability limit proof of liability insurance,
 - b. The County added as additional named insured and
 - c. A signed Hold harmless agreement (as part of the User Agreement)

B. MEDIUM-

1. Require a signed agreement that includes:
 - a. \$500,000/occurrence liability limit proof of liability insurance,
 - b. A signed Hold Harmless agreement

C. LOW/LIGHT

1. Require a signed agreement that includes:
 - a. \$500,000/occurrence liability limit proof of insurance; or
 - b. In lieu of proof of liability insurance a signed hold harmless agreement as part of the agreement.

NOTE: If liquor is to be used or allowed, the event automatically becomes a high exposure event.

III. VOLUNTEERS

A. VOLUNTEER COVERAGES

Currently, if covered by the JPIA pool policy, volunteers are covered as a named insured for liability, i.e.; for property damage, bodily injury and personal injury to a third party. Non public safety volunteers can now be afforded Workers' Comp coverage by the MACo/JPA Workers' Compensation pool. (See attached Workers' Comp guidelines to add volunteer coverage).

B. "PAID" VOLUNTEERS-

A volunteer is not compensated. If a volunteer is paid a stipend or fee, that volunteer is an employee and therefore, should be employed as a temporary part time employee.

C. "CONTRACTED" VOLUNTEERS-

Individual organizations contracted for services are independent contractors and should be required to provide proof of liability and workers' compensation coverage or a workers compensation exemption issued by the Montana Department of Labor.

A. High Exposure Class

Animal Acts	Evangelistic Meetings	Public events with security concerns
Animal Racing	Fireworks	Pop/Rock Concerts
Arcades	Go-Karts	Races/Truck Pulls/Mud Rallies
Carnivals	Gun Shows	Religious Assemblies
Circuses	Logging/Lumberjack shows	Rodeos
Political Rallies	Parades	Sporting Events
Shooting Competitions	Conventions	Picnics with pool or lake activities
Sporting Events	Dances with more than 1,000 people	
Political Rallies	Concert with more than 1,000 people	

B. Medium Exposure Class

Horse Shows	Debuts	Proms
Charity/School Carnivals (no rides)	Debutante Balls	Reunions-Family
Dances-less than 1,000 people	Concerts with 1,000 or less	School Band/ Drill Team Competition
Festivals	Reunions-Class	Wedding Receptions

C. Low/Light Exposure Class

Auctions	Musicals	Shows-Animal/Livestock
Award Presentations	Pageants	Antique, Art, Auto, Boat
Banquets/Luncheons	Phone-a-thons	Business, Consumer
Bazaars	Picnics with no lake/pool activities	Sales
Bingo Games	Craft, Dance, Fashion	Flower, Garden, Home
Craft Shows	Rummage sales	RV, Trade, and Vacation
Dinner Theater	Graduation	Educational exhibits
Speaking Engagements	Scouting Jamborees	Social Gatherings
Theater Performances	Flea Markets	Swap Meets
Seminars	Job Fairs	Meetings

NOTE: If liquor is used or allowed at any event or for any organization using the Insureds facility, the event automatically is classified as a high exposure event and requires liquor liability coverage under the high exposure guidelines.

SAMPLE

EXHIBIT 1

SAMPLE

FACILITY USERS' RENTAL AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 200_____, by and between _____ County, and _____, hereinafter referred to as Permittee.

WITNESSETH:

WEREAS, Permittee desires to us the _____ for an event on _____

_____ and the County is agreeable to such use, the parties hereto agree to such use, the parties hereto agree that Permittee shall be granted the use of the Facility on the aforementioned date subject, however, to the following fees and conditions.

1. Permittee shall pay \$ _____ for the rental of the Facility accompanied by a separate refundable deposit of \$ _____. both payable in advance and attached to this agreement.
2. The Facilities are rented as is and if there are County items that need to be moved, Permittee is responsible for moving them and returning them to their original location. If there is no damage and the ground and buildings are cleaned properly (which includes the hauling out of all garbage), the deposit shall be refunded after inspection by a representative of the County. Permittee is to clean the facilities, including the bathrooms, after each session and upon completion of the activity. Permittee shall supply all cleaning and bathroom supplies and shall return the premises to after their event in as good condition as before it was used by Permittee.
3. Permittee shall be responsible for any damages to county property and shall assume all responsibility for damages or injuries to persons and/or property at the event. Permittee also agrees to protect and defend the County and its elected and appointed officials, agents and employees and to hold them harmless from and against any and all claims, demands and causes of action of any nature whatsoever in any arising from the acts of omissions of Permittee and or its agents, employees, or representatives under this agreement.
4. Permittee will provide general and specific supervision to:
 - A. Inspect facility for potential hazards to the activity;
 - B. Plan for safe conduct of participants
 - C. Provide adequate and proper equipment for the activity, if any;
 - D. Warn participants of the inherent danger of the activity, if any;
 - E. Inform participants of emergency procedures, if applicable; and
 - F. Closely control the activity itself, particularly with minors.

5. If alcohol is sold or paid, the event must provide \$1,000,000/occurrence including liquor liability coverage and/or must be catered by a licensed catering service. If alcohol will be consumed, Permittee shall further take all reasonable measures to insure that minors are not being or consuming intoxicating beverages on the premises and that no other problems occur as a result of alcoholic beverages being served.
6. Permittee shall attach to this agreement, proof of liability insurance in an amount not less than \$_____ /occurrence for the event for which the County facilities are being used. If alcohol will be served or consumed during the activity, the liability coverage needs to include a liquor clause. In the event a community or civic organization or a business enterprise leases the premises and needs to take out a separate liability policy for their specific event, they shall name the County as additional insured under said policy.
7. The County has the right to limit the hours of the activities for which Permittee will be using the Fairgrounds. The event shall end on at _____.
8. Permittee, by signing below, acknowledge that he/she knows, understands and appreciates the risks involved in the activity.

IN WITNESS WHEREOF, this agreement shall be executed on the day and year below written by the parties hereto.

Date Permittee

Date Fair Board Representatives

Date County Commissioner

SAMPLE

HOLD HARMLESS AGREEMENT

_____, its officers, employees and members shall, through

the signing of this Agreement by an authorized party or agent, indemnify, hold harmless and defend the County of _____, and its agents and employees from all suits and actions, including reasonable attorneys' fees and all costs of litigation and judgment of every name and description against the County as a result of loss, damage or injury to person or property by reason of any action or omission by _____ its agents or employees, for the following activities: _____

Signed this _____ day of _____, 200 _____.

By _____

Title _____

RISK MANAGEMENT PROGRAM

"SAVING\$ THROUGH SAFETY"

A SERVICE OF THE MONTANA ASSOCIATION OF COUNTIES

2715 Skyway Drive

Helena, MT 59692-1213

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FAX: (406) 442-5238

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PROGRAM
MANAGER
RAY BARNICOAT

DATE: December 5, 2005

TO: Commissioners, Clerk and Recorders and Payroll Clerks

FROM: Ray Barnicoat

RE: **Workers' Compensation Insurance for Volunteers**

In a Trustee meeting held on December 1, 2005 the Joint Powers Authority (JPA) Trustees elected to provide Workers' Compensation Insurance coverage for volunteers.

In the past, the only volunteers the JPA Trust covered were public safety volunteers. This included Search and Rescue, Ambulance, Sheriff Reserve and County Firemen. Now the Trust will include all other volunteers. The coverage will become available on January 1, 2006.

Commissioners now have the option to provide workers' compensation coverage to their volunteers. If you choose to provide the coverage, send a letter stating so to MACo Risk Management ATT: Ray Barnicoat.

I have attached a copy of the Guidelines that will be used to provide you with information on how to report your volunteers, when coverage applies, how to report their hours and pay premiums. **It is important that payroll clerks add the Guidelines to your MACo Workers' Compensation Manual. Place the Guidelines in the Appendix following Section IV.**

I would like to suggest that if you choose to insure these volunteers that you make sure they receive the training, supervision and safe working environment that you would provide for your regular employees.

IV. (1) ALL OTHER VOLUNTEERS

This information is to give county commissioners and volunteers other than public safety volunteers, a clear understanding of when they are covered by workers' compensation insurance. Hopefully this will eliminate confusion as to who is covered, under what conditions and when.

The goals are to help the parties work together in a proactive manner and to keep accidents to the lowest level possible, in both frequency and severity. This guidance is not intended to dictate activities or to establish technicalities for the purpose of denying benefits. Compensation claims will be adjusted in accordance with the laws of the State of Montana, addressing when coverage applies and what benefits are paid.

DEFINITIONS

Coverage during travel - When a volunteer is to participate in a pre-approved and supervised training or activity, coverage will begin when the volunteer arrives at the designated location. Coverage ends after the training session or activity is completed.

Training – to instruct; to bring into proper body condition; to undergo special drill.

Training plan – a brief, written outline of training activities and overall goals.

Volunteer – a person who enters into service of his own free will; to offer or bestow voluntarily.

GUIDELINES

For those counties insured under the MACo Workers' Compensation Trust, premiums for such coverage must be paid within the due dates.

When a volunteer is engaged in an activity or training that is approved and supervised, the volunteer is covered for workers' compensation benefits. The supervisor decides which activity or training is approved. The approval must be in writing prior to a training or activity.

When volunteers participate in a planned activity or training, they log in at the start of the activity. Supervision of the training or activity should be specified in the training plan—the supervisor conducts supervision of the training or activity. Coverage begins when the volunteer arrives at the designated location; coverage ends when the training or activity session is over.

HOW TO CALCULATE PREMIUM FOR VOLUNTEERS

The supervisor will provide to the county payroll clerk a list that includes the names of the volunteers who participated in training or activities for that period. (Monthly or quarterly). The list will show the number of hours each volunteer worked. The hours reported should agree with the hours documented. **The list should be kept for audit purposes.**

Volunteers are to be placed in the class code that best describes their work. They are to be reported at an assumed wage. The minimum reporting wage can be no less than the federal minimum wage.